

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS (BOSTON)

In re:

Legacy Global Sports, L.P.

Debtor.

Chapter 7
Case No.:20-11157
(Jointly Administered)

/

**MOTION OF NISSAN MOTOR ACCEPTANCE CORPORATION FOR
RELIEF FROM THE AUTOMATIC STAY**

Nissan Motor Acceptance Corporation (“Movant”) a creditor in the above captioned Chapter 7 proceeding, moves this Court for an Order pursuant to 11 U.S.C. §362(d) for relief from the automatic stay of 11 U.S.C. §362(a) so that it may exercise its non-bankruptcy rights and remedies including taking possession and selling that property described as one (1) 2018 Nissan Sentra, VIN 3N1AB7APXJY256000 (the “Vehicle”) and other relief this Court deems just and proper. In support of its motion, Movant states the following:

1. On January 14, 2019, Movant extended a loan to New York Premier Soccer LLC in the amount of \$19,497.45 for the use of the vehicle (the “Loan”).
2. The Loan is secured by a duly executed a Simple Interest Retail Installment Contract with Arbitration Clause-New York (the “Security Agreement”). A copy of the Security Agreement is attached as Exhibit “A”.
3. There is no other collateral securing the Loan.
4. Movant is the current holder of the obligation secured by the Security Agreement. A true and correct copy of the Notice of Recorded Lien is attached as Exhibit “B”.
5. On May 20, 2020, Debtor filed a petition for relief under Chapter 7 of the United States Bankruptcy Code.
6. As of January 14, 2021, the total debt on the Vehicle is \$15,746.31.

7. As of January 14, 2021, there are payments due and owing to Movant for payments due April 28, 2020 through December 28, 2020 in the amount of \$368.52 each, for a total arrearage due in the amount of \$3,316.68, exclusive of attorney's fees and costs incurred in connection with this bankruptcy proceeding.
8. According to the N.A.D.A. Official Guide, the Retail Value of the Vehicle is \$15,300.00 (see attached Exhibit "C").
9. Movant estimates that the liquidation value is approximately \$15,300.00.
10. Movant is entitled to relief from the automatic stay for cause pursuant to 11 U.S.C. §362(d)(1) because Debtor has not made payments pursuant to the Security Agreement.
11. Movant is entitled to relief from the automatic stay for cause pursuant to 1 U.S.C. §362(d)(2) because there is no equity in the vehicle and the vehicle is not necessary for an effective reorganization.

WHEREFORE, Movant moves that the Court enter an Order granting relief from the automatic stay pursuant to 11 U.S.C. §362(d) so that it, and its successors and assigns, may proceed to exercise its rights pursuant to the Security Agreement, including the right to take possession of the Vehicle.

Nissan Motor Acceptance Corporation
By its attorneys,

Date: January 19, 2021

/s/ Brian M Kiser, Esq.
Brian M. Kiser, Esq., # 673022
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886
Telephone: (401) 234-9200
bkiser@mlg-defaultlaw.com
bkinquiries@mlg-defaultlaw.com

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS (BOSTON)

In re:

Legacy Global Sports, L.P.
Debtor.

Chapter 7
Case No.:20-11157
(Jointly Administered)

CERTIFICATE OF SERVICE

I, Brian M Kiser, Esq., of Marinosci Law Group, P.C., do hereby certify that on January 19, 2021, I served a copy of the Motion for Relief from Automatic Stay and supporting documents on the attached service list by mailing a copy of same by first class mail, postage prepaid or other method specified on service list.

Signed this 19th day of January, 2021.

/s/ Brian M. Kiser, Esq.
Brian M. Kiser, Esq., #673022
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886
Telephone: (401) 234-9200
bkiser@mlg-defaultlaw.com
bkinquiries@mlg-defaultlaw.com

VIA ECF

Daniel C. Cohn, Esq., on behalf of Debtor
Jonathan Horne, Esq. on behalf of Debtor
John Fitzgerald, Esq., on behalf of the Assistant US Trustee
Harold B. Murphy, Esq., on behalf of the Trustee
Kathleen R. Cruickshank, Esq., on behalf of the Trustee
Joseph S.U. Bodoff, Esq. and Paula K. Jacobi, Esq., on behalf of Pro Hockey Development (2015), Inc;
Bay State Hockey, LLC; Super Series AAA, LLC; KMD Hockey, LLC; Lynch Hockey, LLC
Andrew G. Lizotte, Esq. on behalf of Trustee
Christopher J Battaglia, Esq., on behalf of Jefferson River Investors I LLC
Lawrence G. Green, Esq. and Thomas Reith, Esq., on behalf of Joseph M. Bradley, Peter D. Bradley
and Alexander Zecca
Anthony L. Gray, Esq., on behalf of William Brandt, Lori Brown, Kathleen Holley and Matt Snyder
Mitchell J. Levine, Esq., on behalf of CAB West LLC
Ryan D. Sullivan, Esq., on behalf of Kimberly Casper
James M. Liston, Esq. on behalf of Neil Holloway

Martin A. Mooney, Esq., on behalf of Honda Financial Services dba American Honda Finance Corporation
Frank McGinn, Esq., on behalf of Iron Mountain Information Management, Inc.

VIA US MAIL

New York Premier Soccer, LLC Scott Wilson
557 East Ridge Road 408 Summit Ave.
Buffalo, NY 14221 Westfield, NJ 07090

Jason Murphy The Siegfried Group,
85 Candia Road LLP
Manchester, NH 03109 c/o Richard G. Placey
Legacy Global Sports, L.P. Montgomery,
77 Sleeper Street McCracken, Walker &
Boston, MA 02210 Rhoads,
1105 N. Market Street,
Suite 1500
Wilmington, DE
19801

Melanee Chmiel The Siegfried Group,
11494 Balsam Way LLP
Woodbury, MN 55124 c/o William J. Ulrich
Lama Chebaclo Vice President, Legal
4511 Moorland Ave & HR
Edina, MN 55424 1201 N. Market Street,
1201 N. Market Street, Suite 700
Edina, MN 55424 Wilmington, DE
19801

Lukas Havlicek
Pod Kaplickou 378
250 72 Predboj
Czech Republic

Craig Jalbert
Verdolino & Lowey, P.C.
124 Washington Street
Foxboro, MA 02035

Paul E. Saperstein Co., Inc.
Auctioneers/Appraisers
c/o Michael Saperstein
148 State Street
Boston, MA 02109

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS (BOSTON)

In re:

Legacy Global Sports, L.P.
Debtor.

Chapter 7
Case No.:20-11157
(Jointly Administered)

**ORDER RE: MOTION OF NISSAN MOTOR ACCEPTANCE CORPORATION
FOR RELIEF FROM THE AUTOMATIC STAY**

Nissan Motor Acceptance Corporation ("Movant"), by and through its attorneys, Marinosci Law Group, P.C., having filed for Relief From Stay regarding personal property described as one (1) 2018 Nissan Sentra, VIN 3N1AB7APXJY256000 (the "Vehicle"), notice having been given and good cause appearing therefore, it is hereby ORDERED that the Motion of Movant for Relief From Stay is allowed and Movant is granted relief from the automatic stay pursuant to 11 U.S.C. §362(d) so that it, and its successors and assigns, may proceed to exercise its rights pursuant to the Security Agreement and applicable state and federal law, including the right to take possession of and sell the Vehicle. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

At _____ this _____ day of _____, 2021.

U.S. BANKRUPTCY JUDGE

BUYER'S NAME NEW YORK PREMIER SOCCE		NISSAN MOTOR ACCEPTANCE CORPORATION	
BUYER'S RESIDENCE OR PLACE OF BUSINESS 2809 MULRILE DR #2 WILLIAMSVILLE		DATE OF CONTRACT 01/14/19	
CO-BUYER'S NAME AND ADDRESS		CITY ERIE	
		ZIP CODE 14221	
		CONTRACT NO.	
		CITY COUNTRY	
		ZIP CODE	

In this contract the words "we", "us", and "our" refer to the creditor (Seller) named below and, after an assignment of this contract, will refer to the assignee of the contract. The words "you" and "your" refer to the buyer and co-buyer, if any, named herein. The Seller intends to sell this contract to Nissan Motor Acceptance Corporation ("NMAC"). Seller sells you the vehicle described below on credit. The estimated credit price is shown below as the "Total Sale Price". The "Cash Price" is also shown below. By signing this contract you choose to buy the "vehicle" on credit and agree to pay us the Amount Financed and other charges according to the terms and agreements shown on the face and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract.

YEAR	NEW / USED	MAKE / TRADE NAME	CYL	BODY STYLE	MODEL	IO NUMBER
2018	XX	NISSAN	4	4080	SENTRA	3H1AB7APXJY256000

Certified Pre-Owned VRS N/A MAKE H/A TRADE-IN DESCRIPTION MODEL: H/A USE FOR WHICH: PERSONAL FAMILY/HOUSEHOLD PURCHASER: BUSINESS OR COMMERCIAL AGRICULTURAL

STATEMENT OF INSURANCE

You have the option to obtain the required coverages, and any optional coverages you desire, from a person of your choice and through any insurance company authorized to transact business in New York, or through existing policies owned or controlled by you.

VEHICLE INSURANCE

Required Coverages
You are required to maintain insurance on the vehicle for at least collision (\$1000) deductible and comprehensive (\$1000) deductible), or equivalent coverages, until you pay off this contract.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

CREDIT INSURANCE

Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the extra cost. If you purchase Credit Life Insurance, it will pay the balance that would be owing if all payments as originally scheduled have been timely made as of the date of the insured's death and the cause of death is not excluded, up to a maximum of \$1000. If you purchase Credit Disability Insurance, it will pay the amounts as originally scheduled up to a maximum of \$1000 per month while the named insured is disabled as defined in the policy, subject to the minimum disability period and up to a maximum amount of \$1000. The policies or certificates issued by the company will more fully describe all the terms and conditions. These coverages are available from H/A (name of company) H/A (home address) for the premium shown below. You want:

Credit Life (Buyer only) H/Amos. \$ 1000 Premium H/A

Joint Credit Life (Buyer and Co-Buyer) H/Amos. \$ 1000 Premium H/A

Credit Disability (Buyer only) H/Amos. \$ 1000 Premium H/A

Joint Credit Disability (Buyer and Co-Buyer) H/Amos. \$ 1000 Premium H/A

TOTAL CREDIT INSURANCE PREMIUMS: \$ H/A 71*

OTHER OPTIONAL INSURANCE

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

H/A Type of Coverage Term Premium H/A

Provider Name: H/A

Address: H/A

H/A Type of Coverage Term Premium H/A

Provider Name: H/A

Address: H/A

TOTAL OTHER OPTIONAL INSURANCE PREMIUMS: \$ H/A 71**

You want the credit and/or other optional insurance checked above. We will apply for this insurance on your behalf.

SIGNATURE: H/A **SIGNATURE:** H/A

GAP AGREEMENT (OPTIONAL)

A GAP Waiver Agreement or a GAP Insurance Agreement is not required to obtain credit and will not be provided unless you sign and agree to pay the cost indicated below.

This GAP Agreement is available from H/A (name of provider) H/A (provider's address) for the amount shown below. The contract or certificate issued by the provider will more fully describe all the terms and conditions of this GAP Agreement.

Term: H/A months **Cost:** \$ H/A

Any Seller-provided GAP Agreement is attached as part of this contract.

Buyer and Co-Buyer want this GAP Agreement.

H/A **H/A**

Buyer **Co-Buyer**

SERVICE, MAINTENANCE AND RELATED AGREEMENTS

No service contract or maintenance contract is required to purchase or obtain financing for this vehicle. You may, however, sign and agree to pay the cost indicated below for certain services described herein. Please read documents before signing this contract.

If you check any of these items by signing below, the cost is included in the Amount Financed under this contract. Seller may retain or receive a portion of these amounts.

H/A Deductible \$ H/A Term H/A Cost H/A

EXHIBIT B

[REDACTED] New York State Department of Motor Vehicles [REDACTED]

NOTICE OF RECORDED LIEN

ID Number 3N1AB7APXJY256000 Year 2018 Make NISSA

NISSAN MOTOR
ACCEPTANCE CORP
PO BOX 254648
SACRAMENTO CA 95865

2840 Wgt /Lgth. GAS Fuel 4 Cyl/Prop 4DSD Body/Hull BK Color

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

OWNER

NEW YORK PREMIER
SOCCER LLC
2809 WEHRLE DR #8
WILLIAMSVILLE NY 14221

ADDITIONAL LIENHOLDERS

The following information applies only to the lienholder shown in the box above.

- Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code _____

Name _____ Date of Assignment _____

No and Street _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330 (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at www.dmv.ny.gov) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has **not** changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit www.dmv.ny.gov.



Vehicle Information

Vehicle: 2018 Nissan Sentra Sedan 4D SR 1.8L14
 Region: New England
 Period: October 26, 2020
 VIN: 3N1AB7APXJY256000
 Mileage: 42,500
 Base MSRP: \$20,370
 Typically Equipped MSRP: \$21,395
 Weight: 2,904

EXHIBIT C



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$10,650	N/A	N/A	\$10,650
Average	\$11,775	N/A	N/A	\$11,775
Clean	\$12,675	N/A	N/A	\$12,675
Clean Loan	\$11,425	N/A	N/A	\$11,425
Clean Retail	\$15,300	N/A	N/A	\$15,300

Selected Options

	Trade-In/Loan	Retail
Aluminum/Alloy Wheels	w/body	w/body
Fog Lights	w/body	w/body
Heated Exterior Mirrors	w/body	w/body
Heated Front Seats	w/body	w/body